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A G R E E M E N T

between

Hunterdon County Board of Corrections  
and

HUNTERDON COUNTY JAIL EMPLOYEES' ASSOCIATION

and

HUNTERDON COUNTY

LIBRARY  
Institute of Management and  
Labor Relations

OCT 23 1984

RUTGERS UNIVERSITY

for

1983 - 1984

X Training 1983-December 31 1984

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A G R E E M E N T

between

HUNTERDON COUNTY JAIL EMPLOYEES' ASSOCIATION

and

HUNTERDON COUNTY

for

1983 - 1984

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PREAMBLE

This agreement made this      day of      , 1982, between the County of Hunterdon, by its Board of Chosen Freeholders (hereinafter known as the Employer) and Hunterdon County Jail Employees' Association, Inc., (hereinafter known as the Association).

WHEREAS, the Association has been selected as the bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 123 of the Laws of 1974, and said Association has been recognized as such by the Employers, and,

WHEREAS, said Association has been in negotiations with the Employer pursuant to Chapter 123 of the Laws of 1974, and

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to the Law,

NOW, THEREFORE, subject to law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees:

## ARTICLE 1

### RECOGNITION

The Association is hereby designated as the bargaining agent for all full time and permanent part-time employees of the Jail and/or Community Corrections Center employed by the County of Hunterdon, except for job titles Warden and Assistant Warden.

For purposes of this Article, a permanent part-time employee is an employee who is certified permanent by the Department of Civil Service in a part-time position.

## ARTICLE 2

### NEGOTIATIONS PROCEDURES

The County and the Association agree to enter into collective negotiations over a successor agreement not later than September 1st, next preceding the expiration hereof. Thereafter, each party shall be free to propose and negotiate with regard to all proper subjects of negotiations which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate the complete and final understanding on all negotiable issues. Such agreement shall apply to all members of the bargaining unit, and shall be reduced to writing and, after ratification, signed by the parties.

## ARTICLE 3

### COLLEGE CREDITS

All college credits earned shall be paid for by the Employer, at the rate of \$50.00 per credit, per year, in addition to the employee's regular rate of pay. Credits must be related to the Criminal Justice field.

The foregoing shall only apply to employees receiving college credits as of June 1, 1981. All other employees shall not be eligible to receive these benefits.

## ARTICLE 4

### OVERTIME RATE

Section 1: The nature of a Correction Officer's work is such that incidental overtime is required to close out reports or complete job assignments that are considered an integral part of Corrections work. No extra compensation shall be granted for the extra time worked in connection with these activities.

Section 2: On certain occasions employees may be required to work overtime. The following rules shall apply:

A. Incidental overtime required to close out a scheduled tour of duty - 0 to 1 hour - no compensation; more than 1 hour - compensation at time and one-half for all hours worked in excess of a scheduled tour of duty (tour of duty is 8 hours inclusive of meal period).

B. Scheduled overtime shall be compensated at the rate of time and one half for all hours assigned to be worked and worked beyond the normal tour of duty or beyond 40 hours in a pay period. Time worked for overtime purposes does not include time off on sick leave, vacation or holiday or other form of authorized leave. There will be no pyramiding of overtime.

C. Holiday compensation - Employees shall not receive overtime for working on a holiday but shall in lieu thereof receive payment as provided by the Holiday Compensation Article,

D. A minimum of three hours pay at time and one half shall be given to an employee who has completed a regularly scheduled work day and is required to return to work in an emergency situation when the return to work is not a continuation of his shift. The Employer reserves the right to have the employee work for the minimum period and beyond as the needs of the emergency dictate and shall compensate the employee at time and one half his normal rate of pay for the actual hours worked beyond the initial three hours.

## ARTICLE 6

### SHIFT DIFFERENTIAL

An additional fifteen cents (.15) per hour shall be paid to employees working 4:00 p.m. to Midnight. Employees working from Midnight to 8:00 a.m., shall be paid an additional twenty cents (.20) per hour.

## ARTICLE 6

### HOLIDAYS

The following legal holidays shall be observed under this agreement:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

and any other holidays declared by duly constituted officials of the County, State or Federal Government.

When these holidays conflict with the work schedule, employees required to work shall be paid at the rate of 2 1/2 times their normal rate of pay.

## ARTICLE 7

### HOLIDAY COMPENSATION

All employees who work on a holiday shall be entitled to receive two and one half ( $2\frac{1}{2}$ ) times their normal rate of pay for each hour worked or compensatory time at two and one half hours for each hour worked on said holiday at the request of the employee subject to approval of the employer. Employees may choose whether to receive cash or compensatory time as holiday compensation prior to January 1 and July 1 of each year. The employee's choice, if approved by the Employer, shall apply for all holidays worked during the period January 1 through June 30 or July 1 through December 31 as appropriate.

The Employer shall consider requests of employees made under this Article on a seniority basis. Seniority, for the purpose of this Article, is defined as uninterrupted service in the Hunterdon County Jail from the date of hire.

## ARTICLE 8

### UNIFORM ALLOWANCE

All Jail personnel shall be entitled to receive an annual Uniform Maintenance Allowance of \$300.00 per year, payable June 30th and December 31st of each year covered under this Agreement, and said allowance shall be prorated at the rate of \$25.00 per month.

The Employer shall also provide replacements for shirts and trousers which are part of the standard uniform issue of the Sheriff's Department when necessary as a result of normal wear and tear or damage in the line of duty. When an officer requests a replacement item of the uniform, he or she must present the worn out or damaged article of clothing and shall receive a replacement therefor.

The original issue of uniform shall consist of the following:

#### Male

8 Shirts (long or short sleeve)  
4 Trousers  
1 Outer Jacket

#### Female

8 Blouses (long or short sleeve)  
4 Trousers (or skirts, jumpers or combination thereof)  
1 Blazer jacket  
1 Outer Jacket

## ARTICLE 9

### BEREAVEMENT

All employees shall receive five (5) consecutive working days leave in the event of the death of the following:

- Spouse
- Child
- Son-in-law
- Daughter-in-law
- step-child
- Sister
- Sister-in-law
- Brother
- Brother-in-law
- Grandparent (of employee or employee's spouse)
- Grandchild (of employee or employee's spouse)
- Parent
- Step-parent
- Father-in-law
- Mother-in-law

and any other member of the immediate household. This leave is separate and distinct from any other leave time.

## ARTICLE 9

### BEREAVEMENT

All employees shall receive five (5) consecutive working days leave in the event of the death of the following:

- Spouse
- Child
- Son-in-law
- Daughter-in-law
- step-child
- Sister
- Sister-in-law
- Brother
- Brother-in-law
- Grandparent (of employee or employee's spouse)
- Grandchild (of employee or employee's spouse)
- Parent
- Step-parent
- Father-in-law
- Mother-in-law

and any other member of the immediate household. This leave is separate and distinct from any other leave time.

ARTICLE 11

OTHER LEAVES

All other proper and authorized leaves as provided by law and/or the Rules and Regulations of the Department of Civil Service shall be recognized and constitute a part of this Agreement.

## ARTICLE 12

### VACATIONS

All employees shall be granted vacation leave based upon the following from date of hire:

<u>Years of Service</u>	<u>Annual Leave</u>
1st year	1 day/month to end of calendar year in which hired
1 through 7 years	12 days per year
8 through 10 years	16 days per year
11 through 15 years	21 days per year
16 through 20 years	26 days per year
21 years and over	26 days per year, plus 1 additional day for each year over 20 years.

## ARTICLE 13

### SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month in the first year of service commencing in the first month or major portion hereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriate on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the employees final paycheck. Sick leave shall accumulate from year to year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

## ARTICLE 14

### PHYSICAL EXAMINATIONS

The Employer agrees to pay for physical examinations for all new employees. The Employer further agrees to pay for all physical examinations required by Employer that are job related for employees covered under this agreement. All examinations required by the Department of Civil Service, Public Employees Retirement System and the Police and Firemen's Retirement System shall be paid for by the Employer. All employees covered under this agreement shall use their New Jersey Blue Cross-Blue Shield coverage, where applicable and where the same can be done without any cost to the employee.

## ARTICLE 15

### LIABILITY INSURANCE COVERAGE

During the term of this agreement, the Employer agrees to continue to provide liability insurance coverage for employees consistent with its legal obligations under N.J.S.A. 40A:10-1, copy of which is attached hereto and made a part hereof as Schedule B. The Employer reserves the right to substitute insurance carriers but not coverage during the term of this agreement.

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## ARTICLE 16

### ADHERENCE TO CIVIL SERVICE RULES

The Employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Civil Service concerning any matter specifically covered in this agreement shall be binding upon both parties.

## ARTICLE 17

### RESPECTIVE RIGHTS

All of the rights, powers and authority possessed by a party hereto prior to signing of this Agreement are retained subject only to such limitations as are specifically provided in this Agreement.

Both parties reserve their respective rights under the New Jersey Employer-Employees Relations Act, the rules and regulations of the Public Employment Relations Commission, and any other applicable law and/or regulation.

The parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission or to seek judicial review of any and all claims or defenses in legal actions surrounding such proceedings as unfair labor practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrative ability, and specific performance of this Agreement or damages arising out of the breach thereof.

## ARTICLE 18

### COURTS OR GRAND JURY

If an employee is required to appear on County business before a Court or the Grand Jury during his normal working hours, he shall be paid therefor at his normal rate of pay. If an employee is required to appear on County business before a Court or the Grand Jury outside of his normal working hours, he shall be compensated at one and one-half times (1 1/2) his normal rate of pay for each hour he is performing this duty.

ARTICLE 19

JURY DUTY

Should an employee be obligated to serve as a Grand or Petit Juror, he shall receive full pay from the County for all time spent on jury duty.

There shall be no deduction or set-off for any remuneration received by the employee from the Court for such service.

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## ARTICLE 20

### DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer, the Association or any of their agents or members against employees represented by the Association because of membership or activity or lack of the same in the Association

## ARTICLE 21

### ACCESS TO PERSONNEL FOLDERS

An employee shall have the right, upon 48 hours advance written notice to the County, which notice shall be given to the department head, to inspect his or her personnel folder and to examine any criticism, commendation, or any evaluation of work performance or any other document which has been placed in the folder and shall have the right to respond within one (1) month, in writing, to any negative statements contained therein, and such response shall be placed in the employee's folder and shall become a part of his permanent work record.

Each regular written evaluation of work performance where made, shall be made available to the employee and shall be reviewed in the employee's presence, and evidence of such review shall be the signature of the employee on the evaluation form, which shall not be construed as being in agreement with any items contained therein, and the employee shall make any responsive statement thereto as provided herein, which response shall also become a part of the evaluation.

No document of anonymous origin shall be maintained in the folder, if after investigation by the department head, no basis for substantiation of any matter contained therein is found.

ARTICLE 22  
GRIEVANCE PROCEDURE

A grievance shall be defined as a complaint of an employee arising from an alleged misinterpretation of inequitable application of terms and conditions of employment as set forth in this agreement or of an established personnel policy. A grievance shall not include any matter over which the County has no authority to act or for which there is a method of statutory review outside of the grievance procedure. Grievances involving established personnel policies may only be processed to Step 3 of the Grievance Procedure, as described below. Grievances involving an alleged misinterpretation or inequitable application of this Agreement may be processed to Step 4, Advisory Arbitration. The Grievance Procedure shall only be used for the settlement of grievances, as defined above, and shall not be used as an instrument for negotiating changes in policy of the Employer during the term of this agreement.

STEP 1: The Complaint or grievance of any employee shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, three (3) working days if possible. At this level, a complaint or grievance need not be in writing. If the aggrieved employee is not satisfied with the decision of his immediate supervisor, he may discuss his complaint or grievance with the Warden, who shall make an effort to resolve the problem within three (3) working days, if possible. The complaint or grievance need not be in writing at this step.

STEP 2: If the aggrieved employee is not satisfied with the decision of the Warden and seeks to pursue the matter further, he shall reduce his grievance to writing and file the same with the Sheriff no later than fifteen (15) days after he knew or should have known of the facts giving rise to the alleged grievance. Failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within five (5) working days after filing of this grievance, the Sheriff shall hear the grievance and make recommendations for its resolutions. The Sheriff shall give a decision in writing with supporting reasons within the time provided. (At such time as the Board of Freeholders assume direct responsibility for the Jail, Step 2 shall be the County Personnel Director/delete Sheriff.)

STEP 3: If the problem is not resolved at Step 2, the aggrieved employee may appeal, in writing, within five (5) working days, to the Board of Chosen Freeholders or their designated representative for a determination of the grievance. Grievances concerning established personnel policies and not involving an alleged misinterpretation or inequitable application of the terms of this Agreement, shall be finally determined at this step. No appeal from an adverse determination on such matters may be made to Step 4. Within fifteen (15) working days after filing of the grievance at this Step, the Board of Chosen Freeholders shall make a determination directly

or through their designated representative which shall be final and binding as to personnel policy grievances. Grievances which involve the alleged misinterpretation or inequitable application of this Agreement may be appealed to the next step, if not decided favorably to the employee within the time provided.

STEP 4: If the Employee is not satisfied with the disposition of the grievance or if no decision has been rendered within fifteen (15) working days after the grievance was filed with the Board of Chosen Freeholders, the Association may, if it chooses, within five (5) working days after a decision has been made by the Board of Chosen Freeholders or their designee, or within twenty (20) working days after the grievance was delivered to the Board of Chosen Freeholders, whichever is later, request in writing to the American Arbitration Association, the appointment of an arbitrator pursuant to the rules and procedures of said Association.

The arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard by him. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this agreement, but shall only interpret, apply or determine whether there has been compliance with the provisions of this agreement.

The time limits set forth in this procedure relating to processing a grievance from step to step may be extended by mutual agreement in writing signed by a representative of the Employer and the Association.

The arbitrator's decision shall be in writing and shall be submitted to the parties as an advisory opinion only and shall not be legally binding on any of them. The costs for such services of the arbitrator, including per diem expenses, if any, and actual and necessary subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be borne by the parties incurring same.

An unreasonable, arbitrary or capricious refusal by the Employer to accept the advisory opinion shall constitute a decision which may be appealed to a court of competent jurisdiction and shall be grounds therefor.

## ARTICLE 23

### EMPLOYEE RIGHTS

The Employer and the Association agree that employees covered under this agreement have rights as provided pursuant to Chapter 123 of the P.L. of 1974. The parties agree that such rights shall not be violated or abridged and that any claims of such violation or abridgement shall only be adjudicated using the procedures dealing with Unfair Practices provided by the Public Employment Relations Commission in its Rules and Regulations.

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation except in accordance with Civil Service Rules and Regulations. Any claimed violation thereof shall only be adjudicated using Civil Service Rules and Regulations.

Whenever any permanent employee covered herein is required to appear before management concerning his termination from employment, then he shall be given prior written notice thereof and shall be entitled to have a representative and/or attorney present to advise him and represent him during such meeting.

ARTICLE 24

SALARY

1983

	<u>BASE</u>	<u>2-3 Yrs.</u>	<u>4-6 Yrs.</u>	<u>7-9 Yrs.</u>	<u>10-12 Yrs.</u>	<u>13-15 Yrs.</u>	<u>16-20 Yrs.</u>
OFFICERS	\$8.28	\$10.31	\$10.66	\$11.02	\$11.41	\$11.80	\$12.23
SERGEANT	8.93	11.11	11.50	11.91	12.31	12.75	13.20
LIEUTENANT	9.56	11.92	12.34	12.76	13.22	13.68	14.15

1984

	<u>BASE</u>	<u>2-3 Yrs.</u>	<u>4-6 Yrs.</u>	<u>7-9 Yrs.</u>	<u>10-12 Yrs.</u>	<u>13-15 Yrs.</u>	<u>16-20 Yrs.</u>
OFFICERS	\$8.28	\$10.72	\$11.09	\$11.46	\$11.87	\$12.27	\$12.72
SERGEANT	8.93	11.55	11.96	12.39	12.80	13.26	13.73
LIEUTENANT	9.56	12.40	12.83	13.27	13.75	14.23	14.72

## ARTICLE 25

### PROMOTIONS

Eligibility to take promotional examinations shall be determined in accordance with Civil Service Rules and Regulations and shall apply to all employees covered under this Agreement. The final choice of an applicant to fill a position shall be solely that of the Department Head in accordance with Civil Service Rules and Regulations.

## ARTICLE 26

### WORKMEN'S COMPENSATION LEAVE

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation shall not be charged to sick leave. The employee shall receive full pay from the County during this time, and all monies received by the employee from Workmens' Compensation during the absence from work shall be turned over to the County Treasurer's Office. Paid holidays occurring during a sick leave period shall not be chargeable to sick leave.

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## ARTICLE 27

### MEDICAL BENEFITS

All eligible employees shall be covered by Blue Cross, Blue Shield, Rider J and Major Medical, at the Employer's expense. The Employer shall also pay the monthly Medicare premiums for each employee and the employee's spouse over age sixty-five (65) while still employed.

A Vision Care Program shall be implemented for all employees eligible to participate in the State Health Benefits Program. Each covered employee shall be eligible to receive one (1) reimbursement for vision care services during the period covered by this contract. Such reimbursement is limited to twenty (420) dollars for regular prescription lenses or twenty-five (\$25) dollars for bifocal or trifocal lenses.

Each employee eligible to participate in the State Health Benefit Program shall be reimbursed for actual expense for prescription drugs up to and including a maximum of \$100 for each year of this contract. The County shall reimburse such employees upon the presentation of receipts showing the following:

1. The name of the employee or dependent as defined by the State Health Benefit Program for whom the prescription drug was purchased.
2. The prescription number.
3. The amount the employee spent for the prescription drug.
4. When the purchase was made, and
5. The name of the Pharmacy from whom the prescription drug was purchased. All receipts must be submitted by November of each year for payment by December 15. Receipts submitted after November 1, shall be processed and paid by no later than March 31.

Should the State find that the Vision Care and/or Prescription Drug Plans as outlined above are not legal, the County agrees to re-open negotiations regarding the implementation of such plans or value thereof with the Union.

The employer also agrees to grant to all employees covered under this Agreement any other medical, dental, vision, or prescription plans granted to any other County employee groups during the term of this Agreement, (on the same terms and conditions to such other employee groups).

## ARTICLE 28

### NO-STRIKE NO-LOCKOUT PROVISION

Neither the Association nor an employee of the Employer shall engage in any strike. The Employer agrees there shall be no "Lockout". In the event that any person violates the terms of the no-strike clause, the Public Employer shall have the right to discharge or otherwise discipline such person, as provided by the terms of this agreement and by law.

## ARTICLE 29

### PROVISIONS OF LAW

As this Agreement is between a Public Employer and its employees through their representative, the provisions of this Agreement shall be subject to law and shall be consistent therewith.

## ARTICLE 30

### SENIORITY

Section 1: Permanent employees shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of permanent appointment. Such seniority shall accumulate until there is a break in service.

Section 2: Seniority at the Hunterdon County Jail will apply to full time employees only. Seniority will be based on uninterrupted service from date of permanent appointment.

Section 3: Seniority as defined above shall be applicable only to scheduling of vacations.

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## ARTICLE 31

### ASSOCIATION REPRESENTATIVES

The Association shall designate such members of the Association as it deems reasonably necessary as Association Representatives. A list of Association designated representatives shall be provided to the Employer.

Any authorized representative(s) of the Association, so designated, shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public.

Approval of the Department Head (or his designee) shall be obtained prior to such visit, such approval shall not be unreasonably withheld.

## ARTICLE 32

### SAFETY

A. The Employer, the Association and the employees shall make reasonable provisions for the safety and health of employees during the hours of employment. The Employer will continue to provide appropriate safety devices for employees protection and the Employer shall make reasonable efforts to provide a safe and healthful place of employment.

B. The Employer agrees to provide adequate and regularly maintained sanitary facilities for employee use. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

C. An employee must report incidents of unsafe or unhealthful conditions to his supervisor immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated.

D. The Employer and an authorized Association representative shall meet after an unsatisfactory reply or no reply is received to a complaint. A meeting will be scheduled to discuss the complaint and to make recommendations concerning improvement or modification of conditions regarding the complaint.

ARTICLE 33

DURATION OF AGREEMENT

It is hereby agreed between Employer and the Association, that this contract shall remain in effect from January 1, 1983, through and including December 31, 1984. The parties agree to commence negotiations on a successor labor agreement on or before September 1, 1984.

IN WITNESS WHEREOF, the parties by their authorized representatives officers and/or agents have hereunto set their hands and seals the day and year first above written.

COUNTY OF HUNTERDON

ATTEST:

Dorothy M. Hartney 12/30/82

By: Georgina J. Kunkle

HUNTERDON COUNTY JAIL EMPLOYEES' ASSOCIATION

ATTEST:

Robert D. J. Moore

By: Donald Weinger, Pres.